

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

APS TECHNOLOGY, INC.)

Plaintiff)

v.)

BRANT OILFIELD MANAGEMENT &
SALES, INC.)

Defendant.)

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| USDC SDNY |
| DOCUMENT |
| ELECTRONICALLY FILED |
| DOC #: |
| DATE FILED: <u>10-19-2015</u> |

Civil Action No. 1:13-cv-06500-LTS

[PROPOSED] JUDGMENT

This matter came before the Honorable Laura Taylor Swain, United States District Judge, as a result of Plaintiff APS Technology, Inc.'s Motion for Summary Judgment seeking judgment on all of its claims and dismissal of Defendant Brant Oilfield Management and Sales, Inc.'s affirmative defenses and counterclaims. The Court has reviewed all of the papers filed in conjunction with the Motion and on September 29, 2015 entered a Ruling granting APS Technology, Inc.'s Motion for Summary Judgment in its entirety, and stated that judgment will be entered in favor of APS Technology, Inc. for the unpaid purchase and receivable amounts, plus contractual interest, and that Brant's counterclaims are dismissed with prejudice.

Therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff APS Technology, Inc. have judgment entered in its favor and against Defendant Brant Oilfield Management and Sales, Inc. as follows:

1. APS shall recover from Brant the unpaid purchase price of equipment sold to

Brant in the amount of \$1,416,827.82 in principal, financing charges and

late fees, together with contractual interest at the rate of 4.0% per annum (\$107,604.23), for a total amount of \$1,524,432.05.

2. Contractual interest shall accrue on this judgment for the unpaid purchase price
for
~~the date of this judgment~~
from December 20, 2013 until paid at a rate of 4.0% per annum;
3. Post-judgment interest shall accrue on the unpaid purchase price and be calculated
for
from the date of the entry of the judgment until paid at a rate equal to the weekly
average 1-year constant maturity Treasury yield;
4. APS shall recover from Brant the unpaid receivables in the amount of
for
~~\$139,238.78; together with contractual interest at the rate of 1.5% per month~~
~~(\$65,097.48), for a total amount of \$204,336.26.~~
5. Contractual interest shall accrue on this judgment for the unpaid receivables from
for
~~the date of this judgment~~
~~September 1, 2013~~ until paid at a rate of 1.5% per month;
6. Post-judgment interest shall accrue on the unpaid receivables and be calculated
for
from the date of the entry of the judgment until paid at a rate equal to the weekly
average 1-year constant maturity Treasury yield; and
7. Brant's counterclaims are dismissed with prejudice.

Dated: October 19, 2015


Laura Taylor Swain
United States District Court Judge *TM*